

EXHIBIT A



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1931-CC00232 - SUNBELT ENVIRONMENTAL V SERAPHIM SOLAR USA MA
ET A (E-CASE)

Case Header	Parties & Attorneys	Docket Entries	Charges, Judgments & Sentences	Service Information	Filings Due	Scheduled Hearings & Trials	Civil Judgments	Garnishments/ Execution
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03/12/2019 ☐ [Summons Personally Served](#)

Document ID - 19-SMOS-36; Served To - OSTRENGA, STEVE C; Server - ; Served Date - 03-MAR-19; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Served; Service Text - Served by State Process Server Julia I. Hernandez.

☐ Notice of Service

Filed By: JOHN EDMUND PRICE

On Behalf Of: SUNBELT ENVIRONMENTAL SERVICES, INC.

03/11/2019 ☐ [Summons Returned Non-Est](#)

Document ID - 19-SMOS-37; Served To - ERWIN, JERROD R; Server - ; Served Date - 25-FEB-19; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Non-est; Service Text - Non Est Spoke to Donnaya Antao who stated that she bought this address in October 2018. She thinks the above described individual is the previous owner. A search of the TLO system produced an address that was for a UPS store front that had mailboxes and the Texas driver's license system did not provide any other information that would lead to the service of this citation. Attempted service by the Fort Bend County Constable's Office.

02/22/2019 ☐ [Summons Issued-Circuit](#)

Document ID: 19-SMOS-38, for ERWIN, RYAN C.Summons saved and attached in PDF format for Attorney to retrieve from secure case.net./gmg

☐ [Summons Issued-Circuit](#)

Document ID: 19-SMOS-37, for ERWIN, JERROD R.Summons saved and attached in PDF format for Attorney to retrieve from secure case.net./gmg

☐ [Summons Issued-Circuit](#)

Document ID: 19-SMOS-36, for OSTRENGA, STEVE C.Summons saved and attached in PDF format for Attorney to retrieve from secure case.net./gmg

☐ [Summons Issued-Circuit](#)

Document ID: 19-SMOS-35, for SERAPHIM SOLAR USA MANUFACTURING, INC..Summons saved and attached in PDF format for Attorney to retrieve from secure case.net./gmg

02/19/2019 ☐ [Filing Info Sheet eFiling](#)

Filed By: JOHN EDMUND PRICE

☐ [Pet Filed in Circuit Ct](#)

Petition for Damages; Exhibit A. /gmg

Filed By: JOHN EDMUND PRICE

On Behalf Of: SUNBELT ENVIRONMENTAL SERVICES, INC.

☐ Judge Assigned

Case 6:19-cv-03127-BCW Document 1-1 Filed 04/01/19 Page 2 of 49

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

SUNBELT ENVIRONMENTAL
SERVICES, INC.,

Plaintiff,

v.

SERAPHIM SOLAR USA
MANUFACTURING, INC.,
a Mississippi corporation,Registered agent:
Corporation Service Company
506 S. President St.
Jackson, Mississippi 39201STEVE C. OSTRENGA,
Serve at:
1190 Kavanaugh Place
Milwaukee, Wisconsin 53213-3147JARROD R. ERWIN,
Serve at:
5431 Caspian Falls Lane
Fulshear, Texas 77441-2133

and

RYAN C. ERWIN,
Serve at:
19323 Shady Blossom Drive
Cypress, Texas 77433

Defendants.

Case No.

PETITION FOR DAMAGES

COMES NOW Plaintiff, Sunbelt Environmental Services, Inc. (hereinafter "Sunbelt"), by and through its counsel of record, Carnahan, Evans, Cantwell & Brown, P.C., and for its cause of action against Defendants, states and alleges and avers as follows:

General Allegations

1. Sunbelt is a Missouri corporation with its principal place of business in Springfield, Missouri.

2. Sunbelt Solar is a division of Sunbelt engaged in the business of installation of solar panel electrical generating systems.

3. Defendant Seraphim Solar USA Manufacturing, Inc. (hereafter "Seraphim USA") is a Mississippi corporation, which is not registered to do business in the state of Missouri, and may be served through its registered agent, Corporation Service Company, 506 S. President St., Jackson, Mississippi 39201.

4. Defendant Steve C. Ostrenga is a resident of the State of Wisconsin and at all times pertinent hereto was an employee and agent of Defendant Seraphim USA. Defendant Ostrenga may be served at 1190 Kavanaugh Place, Milwaukee, Wisconsin 53213-3147.

5. Defendant Jarrod R. Erwin is a resident of the State of Texas and at all times pertinent hereto was an employee and agent of Defendant Seraphim USA. Defendant Jarrod Erwin may be served at 5431 Caspian Falls Lane, Fulshear, Texas 77441-2133.

6. Defendant Ryan Erwin is a resident of the State of Texas and at all times pertinent hereto was an employee and agent of Defendant Seraphim USA. Defendant Ryan Erwin may be served at 19323 Shady Blossom Drive, Cypress, Texas 77433.

7. This action arises out of an agreement for the sale of goods from Seraphim USA to Sunbelt and is governed by Section 400-2 of the Missouri Uniform Commercial Code. Alternatively, this action is governed by Section 75-2 of the Mississippi Uniform Commercial Code, which is in all pertinent respects identical to Article 400-2 of the Missouri Uniform Commercial Code.

8. At all times pertinent hereto, Defendants Ostrenga, Jarrod Erwin and Ryan Erwin were acting as agents and employees of Defendant Seraphim USA, within the scope and course of their agency and authority for Seraphim USA.

9. Defendants have transacted business and entered into a contract within the State of Missouri by virtue of placing telephone calls, sending email correspondence, and sending written communications to Sunbelt in the State of Missouri, with the intent to engage in interstate commerce for profit, and Defendants are therefore subject to personal jurisdiction in this Court under Rule 54.06.

10. In early 2018 Sunbelt was the successful bidder on a project to install a solar panel electrical generating array at the US Army Reserve Center in Aurora, Colorado and the Joe P. Martinez US Army Reserve Center in Denver, Colorado (the "Project").

11. The Project agreement between Sunbelt and the US government required that the Project be completed on or before December 23, 2018.

12. In November 2017, Sunbelt contacted Seraphim USA to supply 416 solar module panels, rated at 355 watts, SRP-6MA, consisting of 72-cell mono construction, 40 mm frames and 1500 volts to install at the Project.

13. On or about February 9, 2018 Seraphim USA notified Sunbelt by email that it could provide the requested solar panels and gave a price quote, including freight to the Project site.

14. On or about April 24, 2018, Sunbelt notified Seraphim USA by email that it had been awarded the Project and wanted to confirm the purchase price of the solar panels.

15. On April 25, 2018, Defendant Ostrenga represented to Sunbelt by email that Seraphim USA would honor the pricing previously quoted, and could deliver the requested solar panels by August, 2018.

16. Seraphim USA provided its written Estimate to Sunbelt by email, a copy of which is attached hereto as Exhibit "A," dated June 18, 2018.

17. In the Estimate Seraphim USA represented that the solar panels would be delivered "Standard Dock Door Delivery" by August 17, 2018.

18. In reliance on Seraphim USA's representations, Sunbelt accepted the Estimate and in accordance with its terms, paid just over one-half of the purchase price, \$43,566.60 to Seraphim USA by check dated June 19, 2018.

19. Seraphim USA cashed Sunbelt's check dated June 19, 2018.

20. On or about August 7, 2018, Sunbelt notified Seraphim USA that the Project schedule had been delayed due to engineering issues, and inquired how that would affect the delivery date of August 17, 2018 stated in the Estimate.

21. Defendant Ostrenga responded by email on August 8, 2018 stating that Seraphim USA would "push out the schedule until September." Defendant Ostrenga did not state or intimate that Seraphim USA would be unable to deliver the solar panels per the Estimate.

22. Thereafter, on August 21, 2018, Sunbelt paid Seraphim USA the remaining balance due under the Estimate, \$43,564.60 by check.

23. Seraphim USA cashed Sunbelt's check for \$43,564.60 and was therefore paid in full for the solar panels.

24. On September 12, 2018 Sunbelt notified Seraphim USA that the Project had again been delayed.

25. On the same day, Defendant Ostrenga responded for Seraphim USA by email stating, “no problem.”

26. On September 24, 2018 Sunbelt notified Seraphim USA that a Notice to Proceed on the Project had been issued, that Sunbelt would be mobilizing to the site by September 27, 2018, and asked when the solar panels could be delivered.

27. On September 28, 2018 Defendant Ostrenga notified Sunbelt by email that Seraphim USA could deliver the solar panels by the second week of October 2018.

28. On September 28, 2018 Sunbelt emailed Seraphim USA asking if that new projected delivery date could be expedited.

29. On October 3, 2018 Defendant Ostrenga responded that he would have an update on the schedule the following day.

30. On October 4, 2018 Defendant Ostrenga advised Sunbelt by telephone that Seraphim USA could not deliver the solar panels until October 24, 2018. Sunbelt then advised Seraphim USA by email that this delayed delivery was a “major problem” and that it was unacceptable for Sunbelt to demobilize back to headquarters and wait for the delivery of the solar panels.

31. Defendant Ostrenga emailed Sunbelt on October 5, 2018 advising that he was referring its objections directly to Seraphim USA’s board of directors.

32. Sunbelt requested the names of the decision makers for Seraphim USA and on October 8, 2018 Defendant Ostrenga provided the names and email addresses of Defendants Jarrod Erwin and Ryan Erwin.

33. Since October 8, 2018, Sunbelt has repeatedly requested from Seraphim USA a firm date by which the solar panels would be delivered to the Project, but Seraphim USA has

failed and refused to provide any firm delivery date, and has provided only vague statements that the solar panels will be available “soon.”

34. On or about October 17, 2018 Sunbelt sent Seraphim USA, in care of Defendants Ostrenga, Jarrod Erwin and Ryan Erwin, a demand letter for adequate assurances of performance pursuant to Section 400-2.609 RSMo, demanding an assurance that Seraphim USA would deliver the solar panels to the Project on or before January 4, 2019.

35. Seraphim USA failed to respond to Sunbelt’s demand for adequate assurances, and has failed to deliver the solar panels to Sunbelt.

36. Sunbelt has been required to cover, and obtain replacement solar panels for those specified in the Estimate at increased cost, due to Seraphim USA’s failure to timely deliver the solar panels, and has thereby been damaged.

37. Sunbelt has incurred increased costs on the Project due to down time when the solar panels were not available for installation after September 27, 2018 and has thereby been damaged.

38. Sunbelt has been required to obtain legal services in order to seek to enforce its rights under the Estimate and to bring this action due to Seraphim USA’s failure to respond to the demand for adequate assurances or to perform the Estimate as agreed, and has thereby been damaged.

COUNT I

Breach of Contract

39. Sunbelt restates each allegation of paragraphs 1-38 and incorporates the same herein by reference.

40. Seraphim USA promised and agreed to manufacture and deliver to the Project the solar panels by August 17, 2018.

41. Despite being given over 30 additional days to deliver the solar panels, due to the delays in commencing the Project, Seraphim USA failed and refused to deliver the solar panels and thereby breached its contract with Sunbelt.

42. Sunbelt has paid for the solar panels in full and has therefore performed each and every obligation it owed Seraphim USA under the contract.

43. As a direct and proximate result of Seraphim USA's breach of the contract, Sunbelt has been damaged as aforesaid.

WHEREFORE, Sunbelt prays for judgment against Seraphim USA in such sum as the trier of fact determines are its reasonable actual damages, and for its attorney fees herein incurred and expended and for its costs of suit, and for other and further relief as the Court deems just and proper.

COUNT II

Rescission

44. Sunbelt restates each allegation of paragraphs 1-38 and incorporates the same herein by reference.

45. Sunbelt is entitled to rescission of the Estimate contract by virtue of Seraphim USA's failure to perform and deliver the solar panels within the time specified and agreed, and as extended, and within the time necessary to permit Sunbelt to complete its contractual agreement with the US government to build the Project by its deadline.

46. Sunbelt demanded a return of the money paid for the solar panels on or about October 17, 2018, but Seraphim USA has failed and refused to return Sunbelt's money.

WHEREFORE, Sunbelt prays the Court for its judgment rescinding the Estimate Contract, and entering judgment in favor of Sunbelt for the return of the sum it paid Seraphim USA, \$87,131.20, plus interest at the lawful rate since October 17, 2018, and for such other and further relief as the Court deems just and proper.

COUNT III

Unjust Enrichment

47. Sunbelt restates each allegation of paragraphs 1-38 and incorporates the same herein by reference.

48. Sunbelt received no value for its payment of \$87,131.20 to Seraphim USA, and there has been a complete failure of consideration for Sunbelt's promise to pay and its good faith action in paying the sum specified in the Estimate contract.

49. It is unjust and inequitable for Seraphim USA to retain Sunbelt's money under the circumstances, and Seraphim USA has been unjustly enriched in the sum of \$87,131.20.

WHEREFORE, Sunbelt prays the Court for judgment against Seraphim USA in the sum of \$87,131.20, plus interest at the lawful rate since October 17, 2018, and for such other and further relief as the Court deems just and proper.

COUNT IV

Intentional or Negligent Misrepresentation

50. Sunbelt restates each allegation of paragraphs 1-38 and incorporates the same herein by reference.

51. From and after August 17, 2018, Defendant Ostrenga, acting as the authorized agent of and or behalf of Defendants Seraphim USA, Jarrod Erwin and Ryan Erwin, and within the scope of his authority for said Defendants, has repeatedly represented to Sunbelt that

Seraphim USA would be able to deliver the solar panels to Sunbelt as promised in time for Sunbelt to complete the Project by its deadline.

52. In the Estimate contract, Seraphim USA impliedly represented and agreed that Sunbelt's payment of the purchase price in advance of delivery of the solar panels would permit Seraphim USA to manufacture and deliver the promised solar panels to Sunbelt.

53. Such representations were false, in that: (a) Seraphim USA has not been able to and has not delivered the solar panels as agreed, and (b) upon information and belief, Seraphim USA applied Sunbelt's money not to the production of the promised solar panels but to other orders or customers, or its own needs, and concealed those facts from Sunbelt, and (c) upon information and belief, Seraphim USA diverted the solar panels produced for Sunbelt's contract to other projects or customers, and concealed those facts from Sunbelt.

54. Sunbelt reasonably relied on such representations in keeping its workforce mobilized to the Project site, and thereby incurred substantial costs and expenses that, but for the false representations, would not have been incurred.

55. Such representations were made by Defendant Ostrenga on behalf of Seraphim USA and Defendants Jarrod Erwin and Ryan Erwin with knowledge they were false, or without knowing whether the representations were true or false.

56. The representations were material to Sunbelt's decision to keep its workforce mobilized to the Project and to refrain from seeking replacement solar panels earlier in the Project schedule at lower cost to Sunbelt.

57. Sunbelt relied on Defendant Ostrenga's representations in keeping its workforce at the Project and in waiting to seek and obtain replacement solar panels, at substantially

increased cost to Sunbelt, and in so relying Sunbelt used that degree of care which was reasonable under the circumstances in Sunbelt's situation.


58. As a direct result of such false representations, Sunbelt sustained damage as aforesaid.

59. Such misrepresentations and concealment were outrageous because of Defendants' evil motive or reckless indifference to the rights of Sunbelt and others, or showed complete indifference to or conscious disregard for the rights of Sunbelt and others, and therefore justifies an award of punitive damages to punish Defendants and deter them and others from like conduct.

WHEREFORE, Sunbelt prays the Court for judgment against all Defendants in such sum as the trier of fact determines are its reasonable actual damages, and for punitive damages in such sum as will serve to punish Defendants and deter them and others from like conduct, and for its attorney fees herein incurred and expended and for its costs of suit, and for other and further relief as the Court deems just and proper.

CARNAHAN, EVANS, CANTWELL
& BROWN, P.C.

By: _____


John E. Price
Missouri Bar No. 28150

CARNAHAN, EVANS, CANTWELL
& BROWN, P.C.
2805 S. Ingram Mill Road
PO Box 10009
Springfield, MO 65804
Phone: 417-447-4400
Fax: 417-447-4401
Email: jprice@cecb.com
Attorneys for Plaintiff

JEP/Sunbelt 1903-04/Seraphim Petition.doc
2/1/2019 2:44 PM

VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF GREENE) SS.

I, Lori Farrar, a Notary Public, do hereby certify that on the 4th day of February, 2019, personally appeared before me Karen H. Schaefer, who declares that she is the President of the corporation, executing the foregoing document, and being first duly sworn, acknowledged that she signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

Karen H. Schaefer
Karen H. Schaefer

SWORN AND SUBSCRIBED TO BEFORE ME on this 4th day of February, 2019.

Lori L. Farrar
Notary Public


My Commission Expires: May 10, 2022



IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

Judge or Division: JASON R BROWN	Case Number: 1931-CC00232
Plaintiff/Petitioner: SUNBELT ENVIRONMENTAL SERVICES, INC.	Plaintiff's/Petitioner's Attorney/Address: JOHN EDMUND PRICE 2805 S INGRAM MILL RD SPRINGFIELD, MO 65804
vs.	
Defendant/Respondent: SERAPHIM SOLAR USA MANUFACTURING, INC.	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: SERAPHIM SOLAR USA MANUFACTURING, INC. Alias: RA - CORPORATION SERVICE CO. 506 S. PRESIDENT ST. JACKSON, MS 39201	You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.
 COURT SEAL OF GREENE COUNTY	2/22/2019 Date
	/s/ Thomas R. Barr by GMG Clerk
Further Information:	

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____.

Served at _____ (address)
 in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees

Summons \$ _____
 Non Est \$ _____
 Mileage \$ _____ (_____ miles @ \$ _____ per mile)
 Total \$ _____

See the following page for directions to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.


Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.



IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

Judge or Division: JASON R BROWN	Case Number: 1931-CC00232
Plaintiff/Petitioner: SUNBELT ENVIRONMENTAL SERVICES, INC. vs.	Plaintiff's/Petitioner's Attorney/Address: JOHN EDMUND PRICE 2805 S INGRAM MILL RD SPRINGFIELD, MO 65804
Defendant/Respondent: SERAPHIM SOLAR USA MANUFACTURING, INC.	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: STEVE C OSTRENGA Alias: 1190 KAVANAUGH PLACE MILWAUKEE, WI 53213-3147  GREENE COUNTY	You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action. 2/22/2019 <i>/s/ Thomas R. Barr by GMG</i> Date Clerk Further Information:
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____.

Served at _____ (address)
 in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees

Summons \$ _____
 Non Est \$ _____
 Mileage \$ _____ (_____ miles @ \$ _____ per mile)
 Total \$ _____

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Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.


Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.



IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

Judge or Division: JASON R BROWN	Case Number: 1931-CC00232
Plaintiff/Petitioner: SUNBELT ENVIRONMENTAL SERVICES, INC. vs.	Plaintiff's/Petitioner's Attorney/Address: JOHN EDMUND PRICE 2805 S INGRAM MILL RD SPRINGFIELD, MO 65804
Defendant/Respondent: SERAPHIM SOLAR USA MANUFACTURING, INC.	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: JERROD R ERWIN Alias: 5431 CASPIAN FALLS LANE FULSHEAR, TX 77441-2133  COURT SEAL OF GREENE COUNTY	You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action. 2/22/2019 Date Further Information:	/s/ Thomas R. Barr by GMG Clerk
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____

Served at _____ (address)
 in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees

Summons \$ _____
 Non Est \$ _____
 Mileage \$ _____ (_____ miles @ \$ _____ per mile)
 Total \$ _____

See the following page for directions to officer making return on service of summons.

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Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.



IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

Judge or Division: JASON R BROWN	Case Number: 1931-CC00232
Plaintiff/Petitioner: SUNBELT ENVIRONMENTAL SERVICES, INC. vs.	Plaintiff's/Petitioner's Attorney/Address: JOHN EDMUND PRICE 2805 S INGRAM MILL RD SPRINGFIELD, MO 65804
Defendant/Respondent: SERAPHIM SOLAR USA MANUFACTURING, INC.	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: RYAN C ERWIN Alias: 19323 SHADY BLOSSOM DRIVE CYPRESS, TX 77433	<p>You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.</p> <p style="text-align: center;"><u>2/22/2019</u> <u>/s/ Thomas R. Barr by GMG</u></p> <p style="text-align: center;">Date Clerk</p> <p>Further Information:</p>
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____.

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

- I am: (check one) ☐ the clerk of the court of which affiant is an officer.
☐ the judge of the court of which affiant is an officer.
☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees

Summons \$ _____
 Non Est \$ _____
 Mileage \$ _____ (_____ miles @ \$ _____ per mile)
 Total \$ _____

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Wayne Thompson

2/25/2019

Constable

PRECINCT 3
22333 Grand Corner Dr., Suite #103
Katy, TX 77494

CIVIL & CRIMINAL
WORKSHEET

FILED
M.P. MAR 11 2019
MAIL
CIRCUIT CLERK GREENE COUNTY

Routing #: C3-1902-317

Paper Type SUMMONS

Cause # 1931CC00232

Date Received 02/25/2019

Court Date:

Court: COUNTY

Deadline to serve:

Key Map:

Serving: ERWIN, JERROD R

Address: 5431 GASPIAN FALLS LANE
FULSHEAR, TX 77441

FRY @ 11:43
LAREN ERWIN 832-287-5436 ✓
RYAN ERWIN 832-278-5828

DATE	TIME	RESULTS	OFFICER
02-26-19	0744	NO WARRANT FOUND / NO TRAIL / NO ITEMS	1318
02-26-19	1027	STUCK T.D. DONNA YA ANTIPO BOUSAT HOME 10-18	1318
02-26-19	1459	TWO SEARCH X POS. 23501 GINN ROAD RD # H/20	1318
		ATTACHED PHONE CALL	
02-27-19	1103	THIS IS A VP'S STREET FRONT WITH KATIE MARR BOXES LTS VOICE MAIL	
02-28-19	0826	LTS VOICE MAIL	1318
03-01-19	0835	RTC RA	1318

Notes:

TDL 1199392
832-758-6430



CONSTABLE WAYNE K. THOMPSON

Fort Bend County Precinct 3 Constable's Office
22333 Grand Corner Drive, Suite 103
Katy, Texas 77494
Office: 281.238.1430



DUE DILIGENCE REPORT

CAME TO HAND THE 25 DAY OF FEBRUARY, 2019, AND NOT EXECUTED AS TO THE DEFENDANT JERROD R ERWIN 5431 CASPIAN FALLS LANE FULSHEAR, FORT BEND COUNTY, TEXAS 77441. CAUSE #1931-CC00232

THE DILIGENCE USED IN FINDING SAID DEFENDANT, BEING: SPOKE TO DONNAYA ANTAO WHO STATED THAT SHE BOUGHT THIS ADDRESS IN OCTOBER 2018. SHE THINKS THE ABOVE DESCRIBED INDIVIDUAL IS THE PREVIOUS OWNER.

A SEARCH OF THE TLO SYSTEM PRODUCED AN ADDRESS THAT WAS FOR A UPS STORE FRONT THAT HAD MAILBOXES AND THE TEXAS DRIVER'S LICENSE SYSTEM DID NOT PROVIDE ANY OTHER INFORMATION THAT WOULD LEAD TO THE SERVICE OF THIS CITATION.

AND THE CAUSE OF FAILURE TO EXECUTE THIS PROCESS IS: **BAD ADDRESS**

AND THE INFORMATION AS TO THE WHEREABOUTS OF THE SAID DEFENDANT, BEING: **UNKNOWN.**

FEE: \$80.00

WAYNE K. THOMPSON, CONSTABLE
FORT BEND COUNTY - PRECINCT THREE

BY  13/19
DEPUTY J. ELECKEL, #1318

RETURN COURT ON MARCH 1, 2019




IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

2019 FEB 25 PM 2:36

Judge or Division: JASON R BROWN	Case Number: 1931-CC00232
Plaintiff/Petitioner: SUNBELT ENVIRONMENTAL SERVICES, INC.	Plaintiff's/Petitioner's Attorney/Address: JOHN EDMUND PRICE 2805 S INGRAM MILL RD SPRINGFIELD, MO 65804
Defendant/Respondent: SERAPHIM SOLAR USA MANUFACTURING, INC.	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: JERROD R ERWIN Alias: 5431 CASPIAN FALLS LANE FULSHEAR, TX 77441-2133  COURT SEAL OF GREENE COUNTY	You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action. 2/22/2019 Date Further Information:	/s/ Thomas R. Barr by GMG Clerk
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____

Served at _____
in _____ County, _____



WAYNE K. THOMPSON, Constable Precinct 3
Fort Bend County
22333 Grand Corner Dr. Suite 103
Katy, TX. 77494

Deputy

Printed Name of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

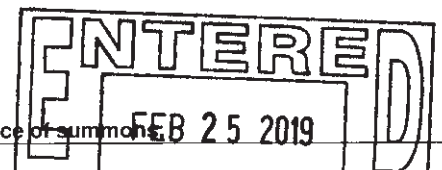
(Seal)

Signature and Title

Service Fees

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to officer making return on service of summons



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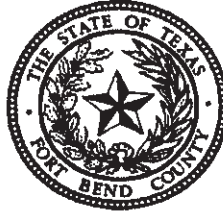
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Fort Bend County

Constable: **PRECINCT 3**

Receipt #: **R3-11058**

Receipt Date: **02/25/2019**

Cause #: **1931CC00232**

Pay Method: **BUSINESS CHECK**

Transaction Info: **107764 CARNAHAN, EVANS CANTWELL & BROWN**

Style: **SUNBELT ENVIR. VS SERAPHIM SOLAR USA**

Reason for Void:

<u>Fee Bucket:</u>	<u>Fee Total:</u>
Commission	0.00
Execution	0.00
In County	0.00
Miscellaneous	0.00
Out of County	80.00
Provisional	0.00
Refund	0.00
Receipt Total:	80.00

For Tax-Assessor Purposes Only

Defendant's Name

Defendant's Signature

Officer

Unit #

Tax Assessor / Collector

Receipt taken by: AREDIX



IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

Judge or Division: JASON R BROWN	Case Number: 1931-CC00232
Plaintiff/Petitioner: SUNBELT ENVIRONMENTAL SERVICES, INC.	Plaintiff's/Petitioner's Attorney/Address: JOHN EDMUND PRICE 2805 S INGRAM MILL RD SPRINGFIELD, MO 65804
Defendant/Respondent: SERAPHIM SOLAR USA MANUFACTURING, INC.	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	

DELIVERED THIS _____ DAY OF _____
AT _____ O'CLOCK _____ M.
Wayne K. Thompson, Constable, Precinct Three
Fort Bend County, Texas
(Date File Stamp)

Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: JERROD R ERWIN
Alias:
5431 CASPIAN FALLS LANE
FULSHEAR, TX 77441-2133

COURT SEAL OF



GREENE COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

2/22/2019

/s/ Thomas R. Barr by GMG

Date

Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

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- My official title is _____ of _____ County, _____ (state).
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 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

- I am: (check one)
- ☐ the clerk of the court of which affiant is an officer.
 - ☐ the judge of the court of which affiant is an officer.
 - ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
 - ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

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Total \$ _____

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IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

SUNBELT ENVIRONMENTAL
SERVICES, INC.,

Plaintiff,

v.

SERAPHIM SOLAR USA
MANUFACTURING, INC.,
a Mississippi corporation,

Registered agent:
Corporation Service Company
506 S. President St.
Jackson, Mississippi 39201

STEVE C. OSTRENGA,
Serve at:
1190 Kavanaugh Place
Milwaukee, Wisconsin 53213-3147

JARROD R. ERWIN,
Serve at:
5431 Caspian Falls Lane
Fulshear, Texas 77441-2133

and

RYAN C. ERWIN,
Serve at:
19323 Shady Blossom Drive
Cypress, Texas 77433

Defendants.

Case No.

PETITION FOR DAMAGES

COMES NOW Plaintiff, Sunbelt Environmental Services, Inc. (hereinafter "Sunbelt"),
by and through its counsel of record, Carnahan, Evans, Cantwell & Brown, P.C., and for its
cause of action against Defendants, states and alleges and avers as follows:

General Allegations

1. Sunbelt is a Missouri corporation with its principal place of business in Springfield, Missouri.

2. Sunbelt Solar is a division of Sunbelt engaged in the business of installation of solar panel electrical generating systems.

3. Defendant Seraphim Solar USA Manufacturing, Inc. (hereafter "Seraphim USA") is a Mississippi corporation, which is not registered to do business in the state of Missouri, and may be served through its registered agent, Corporation Service Company, 506 S. President St., Jackson, Mississippi 39201.

4. Defendant Steve C. Ostrenga is a resident of the State of Wisconsin and at all times pertinent hereto was an employee and agent of Defendant Seraphim USA. Defendant Ostrenga may be served at 1190 Kavanaugh Place, Milwaukee, Wisconsin 53213-3147.

5. Defendant Jarrod R. Erwin is a resident of the State of Texas and at all times pertinent hereto was an employee and agent of Defendant Seraphim USA. Defendant Jarrod Erwin may be served at 5431 Caspian Falls Lane, Fulshear, Texas 77441-2133.

6. Defendant Ryan Erwin is a resident of the State of Texas and at all times pertinent hereto was an employee and agent of Defendant Seraphim USA. Defendant Ryan Erwin may be served at 19323 Shady Blossom Drive, Cypress, Texas 77433.

7. This action arises out of an agreement for the sale of goods from Seraphim USA to Sunbelt and is governed by Section 400-2 of the Missouri Uniform Commercial Code. Alternatively, this action is governed by Section 75-2 of the Mississippi Uniform Commercial Code, which is in all pertinent respects identical to Article 400-2 of the Missouri Uniform Commercial Code.

8. At all times pertinent hereto, Defendants Ostrenga, Jarrod Erwin and Ryan Erwin were acting as agents and employees of Defendant Seraphim USA, within the scope and course of their agency and authority for Seraphim USA.

9. Defendants have transacted business and entered into a contract within the State of Missouri by virtue of placing telephone calls, sending email correspondence, and sending written communications to Sunbelt in the State of Missouri, with the intent to engage in interstate commerce for profit, and Defendants are therefore subject to personal jurisdiction in this Court under Rule 54.06.

10. In early 2018 Sunbelt was the successful bidder on a project to install a solar panel electrical generating array at the US Army Reserve Center in Aurora, Colorado and the Joe P. Martinez US Army Reserve Center in Denver, Colorado (the "Project").

11. The Project agreement between Sunbelt and the US government required that the Project be completed on or before December 23, 2018.

12. In November 2017, Sunbelt contacted Seraphim USA to supply 416 solar module panels, rated at 355 watts, SRP-6MA, consisting of 72-cell mono construction, 40 mm frames and 1500 volts to install at the Project.

13. On or about February 9, 2018 Seraphim USA notified Sunbelt by email that it could provide the requested solar panels and gave a price quote, including freight to the Project site.

14. On or about April 24, 2018, Sunbelt notified Seraphim USA by email that it had been awarded the Project and wanted to confirm the purchase price of the solar panels.

15. On April 25, 2018, Defendant Ostrenga represented to Sunbelt by email that Seraphim USA would honor the pricing previously quoted, and could deliver the requested solar panels by August, 2018.

16. Seraphim USA provided its written Estimate to Sunbelt by email, a copy of which is attached hereto as Exhibit "A," dated June 18, 2018.

17. In the Estimate Seraphim USA represented that the solar panels would be delivered "Standard Dock Door Delivery" by August 17, 2018.

18. In reliance on Seraphim USA's representations, Sunbelt accepted the Estimate and in accordance with its terms, paid just over one-half of the purchase price, \$43,566.60 to Seraphim USA by check dated June 19, 2018.

19. Seraphim USA cashed Sunbelt's check dated June 19, 2018.

20. On or about August 7, 2018, Sunbelt notified Seraphim USA that the Project schedule had been delayed due to engineering issues, and inquired how that would affect the delivery date of August 17, 2018 stated in the Estimate.

21. Defendant Ostrenga responded by email on August 8, 2018 stating that Seraphim USA would "push out the schedule until September." Defendant Ostrenga did not state or intimate that Seraphim USA would be unable to deliver the solar panels per the Estimate.

22. Thereafter, on August 21, 2018, Sunbelt paid Seraphim USA the remaining balance due under the Estimate, \$43,564.60 by check.

23. Seraphim USA cashed Sunbelt's check for \$43,564.60 and was therefore paid in full for the solar panels.

24. On September 12, 2018 Sunbelt notified Seraphim USA that the Project had again been delayed.

25. On the same day, Defendant Ostrenga responded for Seraphim USA by email stating, “no problem.”

26. On September 24, 2018 Sunbelt notified Seraphim USA that a Notice to Proceed on the Project had been issued, that Sunbelt would be mobilizing to the site by September 27, 2018, and asked when the solar panels could be delivered.

27. On September 28, 2018 Defendant Ostrenga notified Sunbelt by email that Seraphim USA could deliver the solar panels by the second week of October 2018.

28. On September 28, 2018 Sunbelt emailed Seraphim USA asking if that new projected delivery date could be expedited.

29. On October 3, 2018 Defendant Ostrenga responded that he would have an update on the schedule the following day.

30. On October 4, 2018 Defendant Ostrenga advised Sunbelt by telephone that Seraphim USA could not deliver the solar panels until October 24, 2018. Sunbelt then advised Seraphim USA by email that this delayed delivery was a “major problem” and that it was unacceptable for Sunbelt to demobilize back to headquarters and wait for the delivery of the solar panels.

31. Defendant Ostrenga emailed Sunbelt on October 5, 2018 advising that he was referring its objections directly to Seraphim USA’s board of directors.

32. Sunbelt requested the names of the decision makers for Seraphim USA and on October 8, 2018 Defendant Ostrenga provided the names and email addresses of Defendants Jarrod Erwin and Ryan Erwin.

33. Since October 8, 2018, Sunbelt has repeatedly requested from Seraphim USA a firm date by which the solar panels would be delivered to the Project, but Seraphim USA has

failed and refused to provide any firm delivery date, and has provided only vague statements that the solar panels will be available “soon.”

34. On or about October 17, 2018 Sunbelt sent Seraphim USA, in care of Defendants Ostrenga, Jarrod Erwin and Ryan Erwin, a demand letter for adequate assurances of performance pursuant to Section 400-2.609 RSMo, demanding an assurance that Seraphim USA would deliver the solar panels to the Project on or before January 4, 2019.

35. Seraphim USA failed to respond to Sunbelt’s demand for adequate assurances, and has failed to deliver the solar panels to Sunbelt.

36. Sunbelt has been required to cover, and obtain replacement solar panels for those specified in the Estimate at increased cost, due to Seraphim USA’s failure to timely deliver the solar panels, and has thereby been damaged.

37. Sunbelt has incurred increased costs on the Project due to down time when the solar panels were not available for installation after September 27, 2018 and has thereby been damaged.

38. Sunbelt has been required to obtain legal services in order to seek to enforce its rights under the Estimate and to bring this action due to Seraphim USA’s failure to respond to the demand for adequate assurances or to perform the Estimate as agreed, and has thereby been damaged.

COUNT I

Breach of Contract

39. Sunbelt restates each allegation of paragraphs 1-38 and incorporates the same herein by reference.

40. Seraphim USA promised and agreed to manufacture and deliver to the Project the solar panels by August 17, 2018.

41. Despite being given over 30 additional days to deliver the solar panels, due to the delays in commencing the Project, Seraphim USA failed and refused to deliver the solar panels and thereby breached its contract with Sunbelt.

42. Sunbelt has paid for the solar panels in full and has therefore performed each and every obligation it owed Seraphim USA under the contract.

43. As a direct and proximate result of Seraphim USA's breach of the contract, Sunbelt has been damaged as aforesaid.

WHEREFORE, Sunbelt prays for judgment against Seraphim USA in such sum as the trier of fact determines are its reasonable actual damages, and for its attorney fees herein incurred and expended and for its costs of suit, and for other and further relief as the Court deems just and proper.

COUNT II

Rescission

44. Sunbelt restates each allegation of paragraphs 1-38 and incorporates the same herein by reference.

45. Sunbelt is entitled to rescission of the Estimate contract by virtue of Seraphim USA's failure to perform and deliver the solar panels within the time specified and agreed, and as extended, and within the time necessary to permit Sunbelt to complete its contractual agreement with the US government to build the Project by its deadline.

46. Sunbelt demanded a return of the money paid for the solar panels on or about October 17, 2018, but Seraphim USA has failed and refused to return Sunbelt's money.

WHEREFORE, Sunbelt prays the Court for its judgment rescinding the Estimate Contract, and entering judgment in favor of Sunbelt for the return of the sum it paid Seraphim USA, \$87,131.20, plus interest at the lawful rate since October 17, 2018, and for such other and further relief as the Court deems just and proper.

COUNT III

Unjust Enrichment

47. Sunbelt restates each allegation of paragraphs 1-38 and incorporates the same herein by reference.

48. Sunbelt received no value for its payment of \$87,131.20 to Seraphim USA, and there has been a complete failure of consideration for Sunbelt's promise to pay and its good faith action in paying the sum specified in the Estimate contract.

49. It is unjust and inequitable for Seraphim USA to retain Sunbelt's money under the circumstances, and Seraphim USA has been unjustly enriched in the sum of \$87,131.20.

WHEREFORE, Sunbelt prays the Court for judgment against Seraphim USA in the sum of \$87,131.20, plus interest at the lawful rate since October 17, 2018, and for such other and further relief as the Court deems just and proper.

COUNT IV

Intentional or Negligent Misrepresentation

50. Sunbelt restates each allegation of paragraphs 1-38 and incorporates the same herein by reference.

51. From and after August 17, 2018, Defendant Ostrenga, acting as the authorized agent of and or behalf of Defendants Seraphim USA, Jarrod Erwin and Ryan Erwin, and within the scope of his authority for said Defendants, has repeatedly represented to Sunbelt that

Seraphim USA would be able to deliver the solar panels to Sunbelt as promised in time for Sunbelt to complete the Project by its deadline.

52. In the Estimate contract, Seraphim USA impliedly represented and agreed that Sunbelt's payment of the purchase price in advance of delivery of the solar panels would permit Seraphim USA to manufacture and deliver the promised solar panels to Sunbelt.

53. Such representations were false, in that: (a) Seraphim USA has not been able to and has not delivered the solar panels as agreed, and (b) upon information and belief, Seraphim USA applied Sunbelt's money not to the production of the promised solar panels but to other orders or customers, or its own needs, and concealed those facts from Sunbelt, and (c) upon information and belief, Seraphim USA diverted the solar panels produced for Sunbelt's contract to other projects or customers, and concealed those facts from Sunbelt.

54. Sunbelt reasonably relied on such representations in keeping its workforce mobilized to the Project site, and thereby incurred substantial costs and expenses that, but for the false representations, would not have been incurred.

55. Such representations were made by Defendant Ostrenga on behalf of Seraphim USA and Defendants Jarrod Erwin and Ryan Erwin with knowledge they were false, or without knowing whether the representations were true or false.

56. The representations were material to Sunbelt's decision to keep its workforce mobilized to the Project and to refrain from seeking replacement solar panels earlier in the Project schedule at lower cost to Sunbelt.

57. Sunbelt relied on Defendant Ostrenga's representations in keeping its workforce at the Project and in waiting to seek and obtain replacement solar panels, at substantially

increased cost to Sunbelt, and in so relying Sunbelt used that degree of care which was reasonable under the circumstances in Sunbelt's situation.

58. As a direct result of such false representations, Sunbelt sustained damage as aforesaid.

59. Such misrepresentations and concealment were outrageous because of Defendants' evil motive or reckless indifference to the rights of Sunbelt and others, or showed complete indifference to or conscious disregard for the rights of Sunbelt and others, and therefore justifies an award of punitive damages to punish Defendants and deter them and others from like conduct.

WHEREFORE, Sunbelt prays the Court for judgment against all Defendants in such sum as the trier of fact determines are its reasonable actual damages, and for punitive damages in such sum as will serve to punish Defendants and deter them and others from like conduct, and for its attorney fees herein incurred and expended and for its costs of suit, and for other and further relief as the Court deems just and proper.

CARNAHAN, EVANS, CANTWELL
& BROWN, P.C.

By: 

John E. Price
Missouri Bar No. 28150

CARNAHAN, EVANS, CANTWELL
& BROWN, P.C.
2805 S. Ingram Mill Road
PO Box 10009
Springfield, MO 65804
Phone: 417-447-4400
Fax: 417-447-4401
Email: jprice@cecb.com
Attorneys for Plaintiff

JEP/Sunbelt 1903-04/Seraphim Petition.doc
2/1/2019 2:44 PM

VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF GREENE) SS.

I, Lori Farrar, a Notary Public, do hereby certify that on the 4th day of February, 2019, personally appeared before me Karen H. Schaefer, who declares that she is the President of the corporation, executing the foregoing document, and being first duly sworn, acknowledged that she signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

Karen H. Schaefer
Karen H. Schaefer

SWORN AND SUBSCRIBED TO BEFORE ME on this 4th day of February, 2019.

Lori L. Farrar
Notary Public

My Commission Expires: May 10, 2022



Seraphim Solar USA Manufacturing Inc.
 3111 Lawson Street
 Jackson, MS 39213
 (601) 509-1265

Bill to: Sunbelt Environmental Services Inc.
 621 North Prince Lane
 Springfield, MO 65802

Ship to:
 Denver, CO
 Standard dock door delivery

Estimate

515196

Date	Estimate #
6/18/2018	0000251

Quantity	Description	S/Unit	Amount
416	SRP-6MA, 355w, 72-cell, 40mm frame, 1500v	\$ 209.45	\$ 87,131.20
1	Delivered to Denver, CO. Standard dock door delivery	\$ -	\$ -
Total			\$ 87,131.20

Terms

- \$43,566.60 due with Purchase Order
- Balance due 4 days prior to ready-to-ship date
- Ready-to-ship August 17, 2018

Wire Transfer and ACH information

Regions Bank
 5858 Westheimer Rd, Suite 300
 Houston, TX 77057
 ABA #
 Bank account #

\$43,566.60 Pd 6/19/18

Bal. Due \$43,564.60

Seraphim only agrees to the aforementioned schedule, terms and conditions, which supersede any and all agreements including what is stated on Customer Purchase Orders and Seraphim's Terms & Conditions. A Customer payment, indicates that Customer acknowledges and accepts aforementioned schedule, terms and conditions.

Direct questions to sales@seraphimusa.com / +1-901-292-7855



Est_00000251_Sunbelt



Estimate

Seraphim Solar USA Manufacturing Inc.

3111 Lawson Street
Jackson, MS 39213
(601) 509-1265

Date	Estimate #
6/18/2018	0000251

Bill to: Sunbelt Environmental Services Inc.

621 North Prince Lane
Springfield, MO 65802

Ship to:

Denver, CO
Standard dock door delivery

Quantity	Description	\$/Unit	Amount
416	SRP-6MA, 355w, 72-cell, 40mm frame, 1500v	\$ 209.45	\$ 87,131.20
1	Delivered to Denver, CO. Standard dock door delivery	\$ -	\$ -
Total			\$ 87,131.20

Terms

- \$43,566.60 due with Purchase Order
- Balance due 4 days prior to ready-to-ship date
- Ready-to-ship August 17, 2018

Wire Transfer and ACH information

Regions Bank
5858 Westheimer Rd, Suite 300
Houston, TX 77057
ABA #
Bank account #

Seraphim only agrees to the aforementioned schedule, terms and conditions, which supersede any and all agreements including what is stated on Customer Purchase Orders and Seraphims Terms & Conditions. A Customer payment, indicates that Customer acknowledges and accepts aforementioned schedule, terms and conditions.

Direct questions to sales@seraphimusa.com / +1-901-292-7855

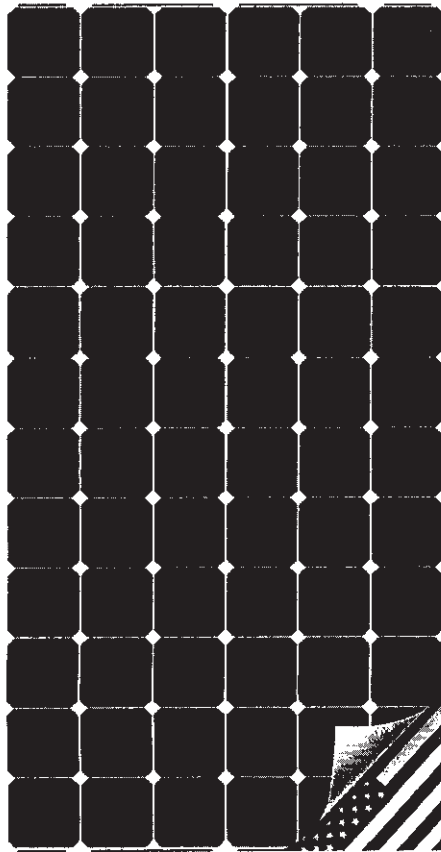
SRP-6MA

| SERIES | 6 INCH 72 CELLS



SERAPHIM®
SOLAR USA MANUFACTURING

340-360_W



AMERICAN RECOVERY AND REINVESTMENT ACT

Modules manufactured at our Jackson, MS facility qualify for projects that are required to meet the "Buy American" clause of the American Recovery and Reinvestment Act (ARRA)



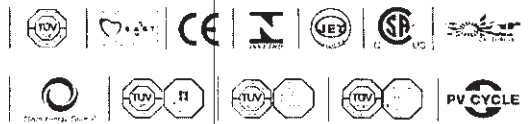
MANAGEMENT SYSTEM

ISO 9001: Quality management system

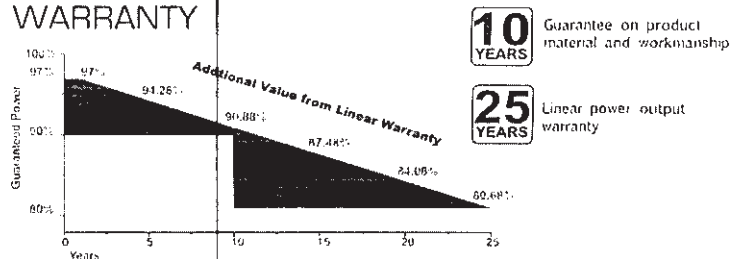
ISO 14001: Standard for environmental management system

OHSAS 18001: International standard for occupational health and safety assessment system

PRODUCT CERTIFICATES



WARRANTY



S_{afety}



Safety for salt mist corrosion (IEC61701, tested in TUV SUD)



Safety for ammonia corrosion (IEC62716, tested in TUV SUD)



Fire Rating: Class C
Module Fire Performance: Type 1

R_{eliability}



PID free products, passing TUV SUD system voltage durability test



World 1st company to pass "Thresher Test" and "On-site Power Measurement Validation" certificate



Bankable products

P_{erformance}



Outstanding power output capability at low irradiance



100% In-line Electroluminescence (EL) tests minimize breakage rate



Top rank in Photon yield measurement

SERAPHIM SOLAR USA MANUFACTURING, INC.

Web : www.seraphimusa.com
Email : info@seraphimusa.com

SHIFT•THE FUTURE

Specifications are subject to change without further notice.

SUSA_2017.08_V4.0

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*BLACK FRAME / BLACK
BACK-SHEET PRODUCTS ARE
AVAILABLE UPON REQUEST.

340-360_w

Electrical Characteristics (STC)

Module Type	SRP-340-6MA	SRP-345-6MA	SRP-350-6MA	SRP-355-6MA	SRP-360-6MA
Maximum Power STC - P _{mp} (W)	340	345	350	355	360
Open Circuit Voltage - V _{oc} (V)	46.60	46.80	47.00	47.20	47.40
Short Circuit Current - I _{sc} (A)	9.32	9.43	9.51	9.61	9.70
Maximum Power Voltage - V _{mp} (V)	37.70	37.90	38.10	38.30	38.50
Maximum Power Current - I _{mp} (A)	9.02	9.11	9.19	9.27	9.36
Module Efficiency STC - η_m (%)	17.52	17.78	18.04	18.30	18.55

STC: irradiance 1000 W/m² module temperature 25°C AM=1.5;
Power measurement tolerance: +/-3%

Electrical Characteristics (NOCT)

Module Type	SRP-340-6MA	SRP-345-6MA	SRP-350-6MA	SRP-355-6MA	SRP-360-6MA
Maximum Power NOCT - P _{mp} (W)	252	256	260	263	267
Open Circuit Voltage - V _{oc} (V)	43.00	43.20	43.40	43.60	43.80
Short Circuit Current - I _{sc} (A)	7.59	7.68	7.68	7.75	7.84
Maximum Power Voltage - V _{mp} (V)	35.50	35.60	35.8	35.90	36.10
Maximum Power Current - I _{mp} (A)	7.10	7.19	7.27	7.33	7.40

NOCT: Irradiance 800 W/m² ambient temperature 20°C wind speed: 1m/s;
Power measurement tolerance: +/-3%

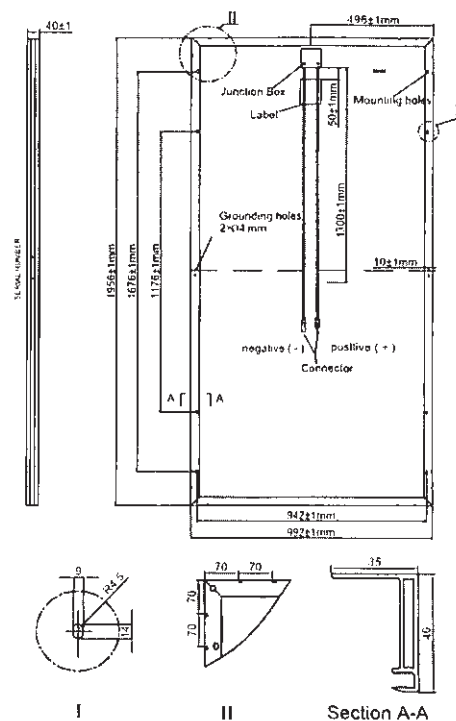
Power Tolerance (W)	(0, +4.99)
Maximum System Voltage (V)	1000 (TUV), 1000 (UL)
Maximum Series Fuse Rating (A)	20

Temperature Characteristics

Pmax Temperature Coefficient	-0.40 %/°C
Voc Temperature Coefficient	-0.32 %/°C
Isc Temperature Coefficient	+0.05 %/°C
Operating Temperature	-40~+85 °C
Nominal Operating Cell Temperature (NOCT)	45±2 °C

Mechanical Specifications

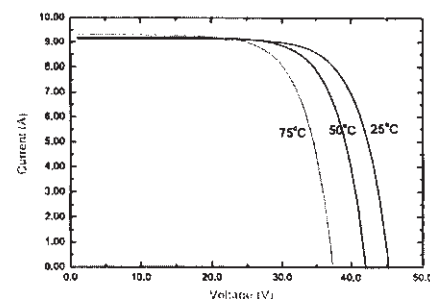
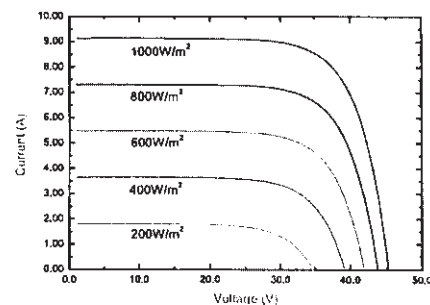
External Dimensions	1956 x 992 x 50 mm	1956 x 992 x 40 mm
Weight	24.0 kg	23.0 kg
Solar Cells	Monocrystalline 156 x 156 mm (72pcs)	Monocrystalline 156 x 156 mm (72pcs)
Front Glass	3.2 mm tempered glass, low iron	3.2 mm tempered glass, low iron
Frame	Anodized aluminum alloy	Anodized aluminum alloy
Junction Box	IP67	IP67
Output Cables	4.0 mm ² , cable length: 1300 mm	4.0 mm ² , cable length: 1300 mm
Connector	MC4 Compatible	MC4 Compatible
Mechanical Load	5400 Pa	5400 Pa



* All Dimensions in mm

* The above drawing is a graphical representation of the product.
For engineering quality drawings please contact SERAPHIM.

I-V & P-V Curve (SRP-6MA)



SERAPHIM SOLAR USA MANUFACTURING, INC.

Web : www.seraphimus.com
Email : info@seraphimus.com

SHIFT • THE FUTURE

Specifications are subject to change without further notice.

SUSA_2017.08_V4.0

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PRODUCT WARRANTY

ALL INFORMATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE WARRANTY

25 YEAR LIMITED PRODUCT WARRANTY

1. Limited Product Warranty – Ten Years Repair, Replacement or Refund Remedy

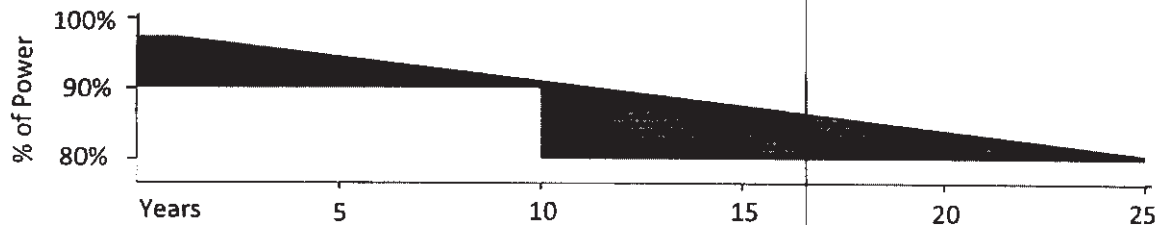
Seraphim Solar USA Manufacturing, Inc. and Jiangsu Seraphim Solar System Co., Ltd (SERAPHIM) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, usage and service conditions. If MODULES fail to conform to this warranty, during the period ending ten years from the date of sale to the customer of the SERAPHIM product (CUSTOMER), SERAPHIM will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER (SALES DATE). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the ten-year period set forth herein. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

2. Limited Peak Power Warranty - Limited Remedy

SERAPHIM warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax (%)—as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC 1) for the Product(s) shall not exceed

LINEAR PERFORMANCE WARRANTY

For Polycrystalline Products: less than 2.5% in the first year, thereafter less than 0.7% per year, ending with no less than 80.7% in the 25th year after the Warranty Start Date. For Monocrystalline Products: less than 3.0% in the first year, thereafter less than 0.68% per year, ending with no less than 80.68% in the 25th year after the Warranty Start Date.



If MODULES fail to conform to this warranty during the period ending 25 years from the date of sale to the customer of the SERAPHIM product, SERAPHIM will, at its option, either repair or replace the product, or provide customer with additional modules to make up for the loss of power so that power output equals the applicable guaranteed power.

3. Exclusions and Limitations

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective. (2) The "Limited Product Warranties" and the "Limited Peak Power Warranties" do not apply to any MODULES which have been subjected to: Misuse, abuse, neglect or accident; Alteration, improper installation or application; (3) Non-observance of SERAPHIM's installation and maintenance instructions; Repair or modifications by someone other than an approved service technician of SERAPHIM; Power failure surges, lighting, flood, fire, accidental breakage or any other Force Majeure incidents. (4) Both the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES. (5) Warranty claims will not be honored if the serial number of the MODULES have been altered, removed or made illegible.

4. Limitation of Warranty Scope

These "Limited Warranties for PV Modules" as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for purpose, use (usage), or application, and all other obligations or liabilities on the part of SERAPHIM unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SERAPHIM. SERAPHIM shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the MODULES, including, without limitation, any defects in the MODULE, or from usage or installation. Under no circumstances shall SERAPHIM be liable for incidental, consequential or special damages, howsoever caused. Loss of usage, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. SERAPHIM's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to SERAPHIM shall be filed by mailing a registered letter to 3111 Lawson St. Jackson, MS 39213, or sending an email to info@seraphim-energy.com. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULE(s) have been purchased. The return of any PV-modules will not be accepted unless prior written authorization has been given by SERAPHIM. Included with both the "Limited Product Warranties" and "Limited Peak Power Warranties", SERAPHIM shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by SERAPHIM customer service department.

6. Severability

If a part, provision or clause of this "Limited Warranty for PV Modules", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules" shall be treated as severable.

7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE, TÜV Rheinland, TÜV SÜD or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right belongs to SERAPHIM. YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

8. Various

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV-Modules" be extended. Any replaced MODULES shall become the property of SERAPHIM made for their disposal. SERAPHIM has right to deliver another type (different in size, color, shape and/or power) in case SERAPHIM discontinued producing the replaced MODULES at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

10. Force Majeure

SERAPHIM shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such SERAPHIM. In such cases, performance by SERAPHIM of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. Validity

This "Limited Power Warranty for PV Modules" will become null and void if the MODULE is transferred from the original continent of origin (e.g. North America). All customers, direct and indirect, are hereby notified of such potential nullification.

"Peak Power at STC" is the power in Watt peak that a PV- module generates in its Maximum Power Point. "STC" are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of SERAPHIM valid at the date of manufacture of the PV-modules.

Greene County

SUNBELT ENVIROMENTAL SERVICES INC

Case No.:1931-CC00232

Plaintiff

v.

STEVE C OSTRENGA

Defendant

AFFIDAVIT OF PERSONAL SERVICE


I, **Julia I. Hernandez** being duly sworn that I am an adult resident of Wisconsin and I am not a party to the legal action of the attached document(s) which was/were personally served upon the below named party and endorsed as required by Wis. Stats. 801(10)(2).

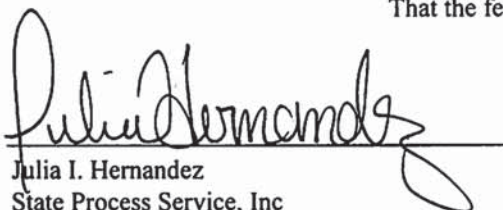
That on 3/3/2019 at 4:25 PM at 1190 KAVANAUGH PL, MILWAUKEE, WI 53213 I served STEVE C OSTRENGA with the following list of documents: **SUMMONS AND PETITION** by then and there personally delivering a true and correct copy of the documents into the hands of and leaving with STEVE C OSTRENGA.

Final Results: 3/3/2019 at 4:25 PM

That the fee for this Service is \$.00

Subscribed and sworn before me, a Notary Public, this 5th day of March, 2019


Gladys Hernandez
Notary Public
My Commission expires on: 4/12/2019


Julia I. Hernandez
State Process Service, Inc
11430 West Bluemound Rd, 11
Wauwatosa, WI 53226
(414) 256-7000

Order #:P265184
Their File 620039





IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

620039 25-02 '19 PM03:10

16
3/22

Judge or Division: JASON R BROWN	Case Number: 1931-CC00232
Plaintiff/Petitioner: SUNBELT ENVIRONMENTAL SERVICES, INC.	Plaintiff's/Petitioner's Attorney/Address: JOHN EDMUND PRICE 2805 S INGRAM MILL RD SPRINGFIELD, MO 65804
Defendant/Respondent: SERAPHIM SOLAR USA MANUFACTURING, INC.	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

The State of Missouri to: STEVE C OSTRENGA
Alias:

1190 KAVANAUGH PLACE
MILWAUKEE, WI 53213-3147

COURT SEAL OF



GREENE COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

2/22/2019

/s/ Thomas R. Barr by GMG

Date

Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to officer making return on service of summons.